

<b>INVITATION TO BID</b>		<b>CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION</b>		<b>RESPONSES MUST BE RECEIVED BY: 09/15/16 11:00 a.m. CST</b>	
<b>TITLE: 4400 HOUR OVERHAUL AND INSPECTION OF ROBINSON R-44 RAVEN II HELICOPTER</b>			<b>RETURN BID TO: PURCHASING DIVISION</b>		
<b>FILE NO: 03464-16 REQ NO: RQ039996 AD DATES: 08/30/16 &amp; 09/07/16</b>			<b>Mailing Address: PO Box 1471 Baton Rouge, LA 70821</b>		
			<b>Physical Address: 222 St. Louis Street 8<sup>th</sup> Floor Room 826 Baton Rouge, LA 70802</b>		
<b>SHIP TO ADDRESS: Police Department – Central Garage 333 Chippewa Street Baton Rouge, LA 70805</b>			<b>CONTACT REGARDING INQUIRIES: Purchasing Analyst : Dexter Stewart Telephone Number: 225-389-3259 x 323 Email: <a href="mailto:dsstewart@brgov.com">dsstewart@brgov.com</a></b>		
<b>VENDOR NAME</b>			<b>MAILING ADDRESS</b>		
<b>REMIT TO ADDRESS</b>			<b>CITY, STATE, ZIP</b>		
<b>TELEPHONE NO.</b>		<b>FAX NO.</b>		<b>E-MAIL</b>	
<b>FEDERAL TAX ID OR SOCIAL SECURITY NUMBER</b>			<b>TITLE</b>		
<b>AUTHORIZED SIGNATURE</b>			<b>PRINTED NAME</b>		
<b>QUESTIONS TO BE COMPLETED BY VENDOR:</b>					
1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER					
2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.					
3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)					

**F.O.B.: DESTINATION - PAYMENT TERMS: NET 30**  
**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

# HELICOPTER OVERHAUL AND INSPECTION PRICING SHEET

## ITEM 0001

Vendor to provide 4400 hour overhaul and inspection of a Robinson R-44 Raven II helicopter as per attached Scope of Work required by Title 14 Part 43 of the Code of Federal Regulations, FAA Regulation 14:91.403(c).

Inspection and overhaul must be performed in accordance with the manufacturer's requirements for a Robinson Model R44. Overhaul to include painting of new tail boom and horizontal stabilizer. Only new or factory overhauled parts are to be used as required by Robinson helicopters and must have a one-year parts and labor warranty.

Vendor must be located within a 300 mile radius of Baton Rouge to allow weekly trips to monitor overhaul process.

Aircraft will be delivered to vendor and picked up by Baton Rouge Police Department flight crew upon completion.

Initial deposit of \$270,000.00 will cover the cost of all required parts and core deposits; remaining balance due upon completion of aircraft overhaul.

Additional items requiring repair or replacement during inspection will be billed separately with prior approval.

A copy of the credit memo report from Robinson Helicopter Company detailing the core credit and core parts adjustments given by Robinson must be included with the final invoice.

Work must be completed within five (5) weeks after vendor receives overhaul kit and accepts delivery of helicopter from the Baton Rouge Police Department.

**TOTAL (TEXT):**

**TOTAL (DOLLARS):**

\$\_\_\_\_\_

# HELICOPTER OVERHAUL AND INSPECTION

## SCOPE OF WORK

The attached Robinson R44 Factory Overhaul Requirements details the overhaul process, what it entails, and what is replaced.

While a factory overhaul is the preferred route, it is not practical at this time. Due to the distance involved, (the factory is located in Torrance, California), the danger of the flight to get there, (traversing cross country through mountain terrain with a non-instrument rated aircraft at high altitudes), and the time needed for the factory to complete the overhaul, (estimated at a minimum of 6 months), a repair center located within driving distance of Baton Rouge is needed and required. This repair center must overhaul the helicopter in a manner that most closely mirrors that of the factory 4400 hour overhaul offered by Robinson Helicopter Company.

One of the areas where the selected repair center must mirror the factory overhaul is paint. A required part of the 4400 hour overhaul is the complete replacement of the tail boom and horizontal stabilizer, which must be painted since those parts arrive from the factory without paint. Also, due to the repeated removal of panel screws and body panels during the previous 100 hour inspections; damage from repairs and maintenance; normal wear and tear from 2200 hours of flights; wear and tear from the daily and nightly pre-flight inspections; along with disassembly of the aircraft during the overhaul process, repainting the cabin exterior of the aircraft is necessary. Repainting is part of the Robinson factory overhaul process because it protects the exterior of the aircraft from rust and corrosion that would otherwise damage the helicopter if it is not addressed.

Additional requirements are as follows:

The City Parish will be responsible for flying the helicopter to and from whichever repair center is selected. The repair station should be located within an approximate 4 hour drive of Baton Rouge. This is needed in order for regular in-person inspections of the overhaul process to ensure that the work is being conducted according to the required standards and within the time structure needed for the overhaul to be completed in the required time frame. Because of this, the repair station must be located within a 300 mile radius of the city of Baton Rouge, allowing weekly progress inspection trips without incurring any lodging expenses.

It is important for the vendor to minimize the amount of downtime required for the overhaul in order to return the aircraft back into service as quickly as possible. Because of this, a maximum of 5 weeks needs to be allowed for completion of the overhaul. Understanding that there is an approximately 8 week delay for the overhaul kits to be received directly from the Robinson Helicopter Company, it must be verified that the repair station has the kit on hand prior to delivery of the helicopter for the overhaul. Thus, the aforementioned 5 week requirement will not include any of the time the repair station needs to order and receive the kit from Robinson the 5 week time requirement will start once the aircraft is dropped off by the Baton Rouge Police Department.

Due to the weight of the aircraft with the extra police equipment, the nature in which it was flown for police-specific missions, and since the engine in the aircraft was overhauled in the field at 2200 hours, a factory overhaul exchange engine is required for this 4400 hour overhaul. This type of engine, (a factory engine overhaul exchange), should be reflected in the bid.

The chosen maintenance provider must also employ Robinson factory trained certified mechanic(s) that will conduct the overhaul work on the aircraft. Proof of this certification must be provided with the bid.

Only new or overhauled factory parts as required by Robinson Helicopters may be used during this overhaul and a minimum warranty of 1 year on all parts and labor will be required.

A copy of the "Credit Memo" report from Robinson Helicopter Company detailing the core credit and core parts adjustments given by Robinson must be included with the submitted final invoice in order to verify and confirm the core refund credits that will be given.

**ROBINSON HELICOPTER COMPANY**  
**R44 MAINTENANCE MANUAL**  
**AND INSTRUCTIONS FOR CONTINUED AIRWORTHINESS**  
**RTR 460 VOLUME I**

Type Certificate Number H11NM

Robinson Helicopter Company

Phone: (310) 539-0508

2901 Airport Drive

Fax: (310) 539-5198

Torrance, California 90505-6115  
UNITED STATES

Web: [www.robinsonheli.com](http://www.robinsonheli.com)

**OFFICE HOURS**

Monday through Friday, 7:30 a.m. to 4:30 p.m., Pacific Time.  
Lunch hour is 11 :30 a.m. to 12:30 p.m.

**HOLIDAYS**

Please visit [www.robinsonheli.com](http://www.robinsonheli.com) and click on the Customer Support tab for a complete list of holidays and company shutdowns .

**CUSTOMER SUPPORT AND ORDERS**

Please visit [www.robinsonheli.com](http://www.robinsonheli.com) and click on the Customer Support tab for a complete service directory.

Procure parts from any R44 Dealer or Service Center, or order directly from assigned RHC Customer Service Representative via email, fax , or phone.

**PUBLICATIONS**

Please visit [www.robinsonheli.com](http://www.robinsonheli.com) and click on the Publications tab to view our publications electronically.

# ROBINSON MAINTENANCE MANUAL R44 SERIES

## OVERHAUL REQUIREMENTS

### 3.100 Overhaul Requirements

#### 3.110 Powerplant Overhaul Requirements

The engine must be overhauled in accordance with the engine manufacturer's overhaul recommendations and procedures. Refer to latest revision of Textron Lycoming Service Instructions No.1 009.

#### 3.120 Aircraft Overhaul Requirements

The complete airframe, including rotor systems, drive system, control system, and fuselage, must be overhauled as instructed by Robinson Helicopter Company when any of the following occur:

1. When the helicopter has been operated for 2200 hours since new or since last overhaul.
2. When an inspection of the helicopter indicates extensive subsurface corrosion in the primary structure, drive system or control system.
3. When the helicopter condition has deteriorated so the helicopter can no longer meet the performance, controllability or safety specifications given in the Pilot's Operating Handbook.
4. When the aircraft has been in service for twelve years since new or since last overhaul, regardless of the hours flown.

#### WARNING

Suspected damaged parts removed from damaged aircraft are not to be reinstalled in any aircraft unless part has been returned to RHC, together with its damage history, for inspection and is found by RHC to be airworthy.

### 3.200 Type Certificate Data Sheet (TCDS)

The Robinson R44 and R44 II Type Certificate Data Sheet (TCDS) reprinted on the following pages is subject to revision.

Visit the FAA Aircraft Certification Regulatory and Guidance Library online databases for TCDS revision status at: <http://rgl.faa.gov>.

# ROBINSON MAINTENANCE MANUAL MODEL R44

## OVERHAUL REQUIREMENTS

### 2.700 2200-HOUR OVERHAUL REQUIREMENTS

When helicopter has accumulated 2200 hours time in-service, proceed as follows:

#### NOTE

Kit R7543 contains the majority of parts required for a 2200- hour overhaul; check [www.robinsonheli.com/public](http://www.robinsonheli.com/public) for current kit contents. Previously replaced airworthy components may remain in service until accumulating 2200 hours or 12 years time-in-service, whichever occurs first, since new or since last overhaul. Refer to Airworthiness Limitations section for additional parts requiring replacement.

#### 2.710 Inspection Procedure

1. Ground check and run up aircraft per Sections 2.205 and 2.210.

2. Replace following parts with new or overhauled exchange parts:

C005-x	Main rotor blade and spindle assembly
C006-x	Main rotor gearboxes and mast assembly
C007-x	Fan shaft and bearing assembly
C-008-x	Tail rotor assembly
C017-x	Swashplate assembly
C018-x	Clutch assembly
C021-1	Tail rotor gearbox assembly
C023-x	Tail cone (Rev M & prior)
C031-1	Tail rotor pitch control
C051-x	Actuator assembly
C056-1	Spring assembly
C627-x	4-Point Harness & Buckle assemblies
C628-x	Harness & Buckle assemblies
C792-2	Dual Tachometer
0174-2	Fan wheel assembly
0211-1	Hydraulic reservoir
0212-1	Hydraulic servo actuators
D268-x	Governor Controller

3. On all aircraft, replace following parts with new parts:

A120-3	Tail rotor bell crank
A190-3	V-Belts
A723-x	Oil lines (various dash numbers)
A780-x	Battery cables
A785-x	Hoses, air ducts (various dash numbers)
A947-2	Flex plate assembly
B173-x	Alternator belt
B283-x	Hose assemblies (various dash numbers)
C121-17	Tail rotor push-pull tube assembly
C169-x	Muffler with risers
C258-1	Main rotor pitch link assemblies
C480-1	Swashplate boot
C918-7	Elastic trim cord (electric trim system only)
C947-1	Flex plate assembly
C947-3	Flex plate assembly
D079-1	Tail rotor guard
0224-1	Tail rotor driveshaft
Various	Engine cooling panels (consult IPC)

# ROBINSON MAINTENANCE MANUAL MODEL R44

## OVERHAUL REQUIREMENTS

### 2.710 Inspection Procedure (cont'd)

4. Remove engine and overhaul or inspect as required by Lycoming. Flush and pressure test oil cooler. Overhaul or inspect, as required, magnetos, alternator, and carburetor or fuel injection components per appropriate manufacturers' maintenance publications and service bulletins.

5. Remove horizontal and vertical stabilizers. Visually inspect. Verify no cracks, corrosion, loose rivets, dents, or deformation. Dye penetrant inspect suspect areas.

6. Remove landing gear assembly, disassemble, remove paint, and visually inspect. Verify no cracks, corrosion, or deformation. Magnetic particle and fluorescent penetrant inspect. Clean, prime, and paint using Section 1.400 approved materials.

7. Remove steel tube frames. Remove paint from frames not replaced, and visually inspect. Verify no cracks or corrosion. Magnetic particle inspect. Clean, prime, and paint using Section 1.400-approved materials.

8. Inspect airframe wiring condition. Verify no corrosion, insulation deterioration, or other damage.

9. Inspect and pressure test fuel tanks per Section 12.120.

10. Replace additional parts as required per Airworthiness Limitations.

11. Assemble aircraft.

12. Rig flight controls and rotor systems per Section 10.100.

13. Inspect aircraft per Section 2.400.

14. Perform weight and balance per Section 1.230.

15. Ground check and run up aircraft per Sections 2.205 and 2.210.

#### NOTE

Extended low-power operation with new piston rings may prevent proper piston ring seating.

16. Balance fan wheel per Section 6.240

17. Balance tail rotor per Section 10.240.

18. Track and balance main rotor per Section 10.200.

19. Flight check aircraft per Section 2.220.

20. Drain, flush, and fill gearboxes per Sections 1.120 and 1.130.

21. Fill and bleed hydraulic system (if equipped) per Section 1.190.

**Title 14 Part 43 of the Code of Federal Regulations**  
**FAA Regulation 14:91.403(c)**

91.403      General

- (a) The owner or operator of an aircraft is primarily responsible for maintaining that aircraft in an airworthy condition, including compliance with part 39 of this chapter
- (b) No person may perform maintenance, preventive maintenance, or alterations on an aircraft other than as prescribed in this subpart and other applicable regulations, including part 43 of this chapter.
- (c) No person may operate an aircraft for which a manufacturer's maintenance manual or instructions for continued airworthiness has been issued that contains an airworthiness limitations section unless the mandatory replacement times, inspection intervals, and related procedures specified in that section or alternative inspection intervals and related procedures set forth in an operations specification approved by the Administrator under part 121 or 135 of this chapter or in accordance with an inspection program approved under 91.409(e) have been complied with.
- (d) A person must not alter an aircraft based on a supplemental type certificate unless the owner or operator of the aircraft is the holder of the supplemental type certificate, or has written permission from the holder.

[Doc. No. 18334, 54 FR 34311, Aug. 18, 1989, as amended by Amdt. 91-267, 66 FR 21066, Apr. 27, 2001; Amdt. 91-293, 71 FR 56005, Sept. 26, 2006]



## **INSTRUCTIONS TO BIDDERS / TERMS & CONDITIONS - SEALED BIDS**

**Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.**

1. Read the entire bid, including all terms and conditions and specifications.
2. Bids are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local newspaper, and should personally pick up bids and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
3. The bid number, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances.
5. After opening, bids may not be withdrawn for a period of sixty (60) days.
6. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
7. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be signed. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.
12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
13. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.

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14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
16. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, [www.brgov.com](http://www.brgov.com), or by calling the Purchasing Department at 225-389-3259.
17. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
18. City - Parish purchases are excluded from state and local taxes.
19. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between City - Parish and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by City - Parish.
20. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the EBR City Parish Purchasing office during normal working hours.
21. The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES NO \_\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
24. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
25. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in OMB circular a-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.

28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://brgov.com/dept/purchase/bidresults.asp>.

29. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

30. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.

31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

#### VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

#### IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

#### X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

#### XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

**BIDDER'S ORGANIZATION  
BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST  
BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_

Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SECRETARY